A12. Table of proposed GC changes for Section 6 on contract duration and termination

Current GC	Proposed GC [changes to current drafting are in bold text]	Short explanation of proposed amendment
Scope		
C1.1 The provisions of this Condition apply as follows: (a) Conditions C1.2 to C1.9 apply to all providers of Public Electronic Communications Networks and/or Public Electronic Communications Services; and (b) Conditions C1.10 to C1.21 apply to all providers of Public Electronic Communications Services,	Public Electronic Communications Services, as specified in Annex 1 of this Condition, when they provide such services to:	Implements different parts of Art. 105 and 107. Set scope and defined terms for new requirements/ amends scope of existing requirements. We explain our proposed changes in
and each person to whom a provision applies is a 'Regulated Provider' for the purposes of that provision.	Enterprise Customers or Not for Profit Customers, unless they have expressly agreed otherwise;	paragraphs 6.9 – 6.13 of our consultation document.
	but they do not apply to such providers when they provide Machine-to-Machine Transmission Services;	
	(b) Conditions C1.8 to C1.11 apply to providers of Public Electronic Communications Services	

when they provide these services to the following:

- (i) in relation to Conditions C1.8 and C1.11, Consumers and/or Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers unless such Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers have expressly agreed otherwise;
- (ii) in relation to Condition C1.9, Consumers; and
- (iii) in relation to Condition C1.10, Domestic and Small Business Customers;

but they do not apply to such providers when they provide Number-independent Interpersonal Communications Services and/or Machine to Machine Transmission Services;

- (c) Condition C.12 applies to providers of Internet Access Services and/or Number-based Interpersonal Communications Services when they provide these services to:
 - (i) Consumers; and/or
 - (ii) Microenterprise Customers, Small Enterprise Customers or Not for Profit

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Customers, unless they have expressly agreed otherwise; (d) **Conditions C1.14 to C1.20**: (i) apply to providers of Public Electronic **Communications Services when they** provide these services to End-users, except when they provide Numberindependent Interpersonal **Communications Services; but** (ii) they only apply to providers of Machine to Machine Transmission Services in so far as the End-user concerned is a Consumer, Microenterprise Customer, **Small Enterprise Customer or Not for Profit Customer**; (e) Conditions C1.13, and C1.21 to C1.36 apply to providers of Public Electronic Communications Services when they provide these services to Subscribers, except when they provide **Number-independent Interpersonal Communications Services and/or Machine to Machine Transmission Services;** (f) Conditions C1.8 to C1.20 (except for Conditions C1.9, C1.13) and C1.22 also apply to providers of Bundles when they provide Bundles to:

- (i) Consumers; and/or
- (ii) Microenterprise Customers, Small Enterprise Customers or Not for Profit Customers, unless they have expressly agreed otherwise.

C1.2 In this Condition C1:

- (a) each provider to whom a provision applies in accordance with Condition C1.1 is a 'Regulated Provider' for the purposes of that provision;
- (b) each Public Electronic Communications Service in relation to which a provision applies in accordance with Condition C1.1 is a 'Relevant Communications Service' for the purposes of that provision;
- (c) each type of Customer, End-user and/or Subscriber in relation to whom a provision applies in accordance with Condition C1.1 is a 'Relevant Customer' for the purposes of that provision; and
- (d) a 'Bundle' is a Bundle comprising an Internet Access Service and/or a Number-based Interpersonal Communications Service.¹

¹ GCs C1.3 to C1.7 are contained in Annex 11: Table of proposed GC changes for Section 4 on Contract Information.

Condi	tions and procedures for contract termination ²			
C1.3	Without prejudice to any Fixed Commitment Period, Regulated Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for End-Users against changing their Communications Provider.	C1.8	Without prejudice to any Commitment Period , Regulated Providers shall ensure that conditions or procedures for contract termination do not act as disincentives for Relevant Customers against changing their Communications Provider.	No changes other than to defined terms. We explain our proposed changes in paragraphs 6.9 – 6.13 of our consultation document.
C1.3	In particular, but without limiting the extent of this paragraph, a Regulated Provider who is providing Public Electronic Communications Services to Domestic and Small Business Customers must not, at the end of any Fixed Commitment Period, renew those Domestic or Small Business Customers' contracts for a further Fixed Commitment Period unless that Regulated Provider has first obtained Express Consent from each Customer concerned.	C1.10	Without limiting the extent of Condition C1.8, Regulated Providers must not, at the end of any Commitment Period, renew their contract with a Relevant Customer for a further Commitment Period unless they have first obtained the Relevant Customer's Express Consent. Such Express Consent must be obtained in relation to each new Commitment Period.	Minor drafting amendments to incorporate new defined terms. We explain our proposed changes in paragraphs 6.104 – 6.112 of our consultation document.
Contr	act duration			
C1.4 F	Regulated Providers shall not include a term in any contract with a Consumer for the provision of Electronic Communications Services that stipulates a Fixed Commitment Period of more than 24 months in duration.	C1.11	Regulated Providers shall not include a term in any contract, other than an Instalment Contract for a Physical Connection, with a Relevant Customer, that stipulates a Commitment Period of more than 24 months in duration.	Implements Art. 105(1). Introduction of exception for Instalment Contracts for a Physical Connection.

² GC C1.9 is contained in Annex 14: Table of proposed GC changes for Section 8 on disincentives to switch: mobile device locking.

		Minor drafting amendments to reflect new defined terms. We explain our proposed changes in paragraphs 6.19 – 6.20 of our consultation document.
N/A	C1.12 Regulated Providers shall not extend the duration of a contract for the provision of a Relevant Communications Service where a Relevant Customer subsequently purchases an additional service or Terminal Equipment, unless that Regulated Provider obtains the Relevant	Implements Art. 107(3). New provision. We explain our proposed changes in
	Customer's Express Consent when they enter into the contract for the provision of the additional service or Terminal Equipment.	paragraphs 6.44 – 6.46 of our consultation document.
C1.5 Regulated Providers shall ensure that Subscribers are able to subscribe to a contract with a maximum duration of 12 months.	C1.13 Regulated Providers shall ensure that Relevant Customers are able to subscribe to a contract for the provision of Relevant Communications Services with a maximum duration of 12 months.	Minor drafting amendments to reflect new defined terms.
		We explain our proposed changes in paragraphs 6.35 – 6.41 of our consultation document.
Contractual modifications		
C1.6 Regulated Providers shall:	C1.14 <u>Regulated Providers</u> shall:	Implements Art. 105(4) and 107(1).
(a) give their <u>Subscribers</u> adequate notice not shorter than one month of any contractual	(a) give their Relevant Customers notice not shorter than one month of any contractual	

modifications likely to be of material detriment to that <u>Subscriber</u> ; (b) allow their <u>Subscribers</u> to withdraw from their contract without penalty upon such notice; and (c) at the same time as giving the notice in <u>Condition</u> C1.6(a), inform the <u>Subscriber</u> of its ability to terminate the contract without	Communications Service, or a Bundle or any elements thereof, that is provided by	Amended scope. Amendments to existing requirements/addition of new requirements. Minor drafting changes. We explain our proposed changes in
penalty if the proposed modification is not acceptable to the <u>Subscriber</u> .	Customer of their right to terminate their contract(s) in accordance with Condition C1.15, at no additional cost other than the charges set out in Condition C1.16, if the proposed modifications are not acceptable to them.	paragraphs 6.69 – 6.73 and 6.76 – 6.79 of our consultation document.
N/A	C1.15 When notifying a contractual modification pursuant to Condition C1.14, Regulated Providers shall allow the Relevant Customer to terminate their contract and/or any contract(s) forming part of a Bundle with that contract, within one month after notification, unless the proposed modification is exclusively to the benefit of that Relevant Customer, is of a purely administrative nature and has no negative effect on the Relevant Customer, or is directly imposed by law.	Implements Art. 105(4). New provision. We explain our proposed changes in paragraphs 6.69 – 6.73 and 6.76 – 6.79 of our consultation document.

N/A Implements Art. 105(4) and (6). C1.16 Regulated Providers shall ensure that where a Relevant Customer exercises their right to terminate a contract or contracts in accordance New provisions. with Condition C1.15, such Relevant Customer is not required to pay any additional charges other than: We explain our proposed changes in paragraphs 6.84 – 6.94 of our (a) the Service Fee(s) for the period ending on the consultation document. day on which the relevant contract is terminated pursuant to Condition C1.20; and (b) where the Relevant Customer exercises the right to terminate a Bundle which includes **Terminal Equipment that the Relevant Customer chooses to retain:** (i) where the Bundle consists of Linked **Split Mobile Contracts, the principal** amount due under the Mobile Device Loan Agreement; or (ii) in all other cases, the smaller of: a.the remaining value of the **Terminal Equipment on the day** on which the contract is terminated in accordance with Condition C1.20, calculated in accordance with Condition C1.18; or

	b.the Terminal Equipment Fee for	
	the period from the day on	
	which the contract is	
	terminated pursuant to	
	Condition C1.20 until the end of	
	the Commitment Period.	
	C1.17 Without limiting the extent of Condition C1.16,	
	where a Relevant Customer exercises their right to	
	terminate a contract or contracts pursuant to	
	Condition C1.15, they shall not be required to pay	
	any Early Termination Charges. In particular, where	
	the Relevant Communications Service is provided	
	under Linked Split Mobile Contracts, Regulated	
	Providers shall not require the Relevant Customer	
	to terminate their Mobile Device Loan Agreement	
	and pay any amount due upon termination of that	
	agreement, unless the Relevant Customer also	
	exercises their right to terminate that agreement.	
N/A	C1.18 For the purposes of Condition C1.16, the remaining	Implements Art. 105(4) and (6).
14/7	value of the Terminal Equipment refers to an	1111picinents / 11: 105(4) and (0).
	amount calculated in accordance with the terms set	
	out in the contract and which should reflect the	New provision.
		province
	value of the equipment, taking into account any	
	depreciation in its value considering the length of	We explain our proposed changes in
	time for which it was used, minus any payments	paragraphs 6.84 – 6.94 of our
	already made towards the cost of the equipment.	consultation document.
		constitution document.

N/A	C1.19 Where a Relevant Customer exercises their right to terminate a Bundle which includes Terminal Equipment, or any elements thereof, pursuant to Condition C1.15, Regulated Providers shall take all necessary steps to ensure that any Handset Locking Restrictions can be lifted, free of charge, on or before the day on which the contract(s) is(are) terminated pursuant to Condition C1.20.	Implements Art. 105(6), fourth paragraph. New provision. We explain our proposed changes in paragraphs 6.95 – 6.100 of our
N/A	C1.20 Subject to Condition C7.7(a), where a Relevant Customer exercises the right to terminate a contract or contracts pursuant to Condition C1.15, the contract(s) shall be terminated on the day before the proposed modification comes into effect, unless the Relevant Customer expressly agrees otherwise.	consultation document. Implements Art. 105(4). New provision. We explain our proposed changes in paragraphs 6.69 – 6.73 of our consultation document.
C1.7 to C1.9	N/A	Deleted.
Automatic contract prolongation and End-of-contract notif	ications	
C1.10 Regulated Providers must send an End-of-Contract Notification to a Subscriber, in the manner and form specified by Conditions C1.11 to C1.14, if each of the following requirements are met: (a) the Subscriber has a contract with the Regulated	C1. 21 Regulated Providers must comply with Conditions C1.22 to C1.23, if each of the following requirements are met: (a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service;	Implements Art. 105(3). Amends scope.

Provider for Public Electronic Communications Services, other than machine-to-machine transmission services; (b) the contract has a Fixed Commitment Period; and	(b) the contract has a Commitment Period; and(c) the terms of the contract provide (or governing law provides) for the contract to be automatically prolonged after the expiry of the Commitment Period.	Minor drafting amendments to reflect new defined terms.
(c) the terms of the contract provide (or governing law provides) for the contract to be automatically prolonged after the expiry of the Fixed Commitment Period.		
N/A	C1.22 Where Condition C1.21 applies, Regulated Providers shall ensure that after the automatic prolongation of the contract for the Relevant Communications Service: (a) the Relevant Customer has the right to terminate the contract with a notice period of one month; (b) the Relevant Customer has the right to terminate all contracts forming part of a Bundle with that contract, with a notice period of one month, in so far as the bundled contract(s) has(have) also been automatically prolonged after the expiry of their Commitment Period; and	Implements Art. 105(3), first part. New provision. We explain our proposed changes in paragraphs 6.104 – 6.112 of our consultation document.

		(c) where the Relevant Customer exercises their right to terminate under Condition C1.22(a) and/or (b), they do not incur any costs other than payment of the Service Fee(s) for the notice period.	
N/A	C1.23	Where Condition C1.21 applies, Regulated Providers must send an End of Contract Notification to the Relevant Customer in the manner and form specified by Conditions C1.24 to C1.28.	Implements Art 105(3). New provision.
			We explain our proposed changes in paragraphs 6.50 – 6.57 of our consultation document.
C1.11 If the Subscriber is a Consumer, the End-of-Contract Notification shall include the following information in respect of the Subscriber's contract, in a clear and comprehensible form:	C1.24	If the Relevant Customer is a Consumer, the End-of-Contract Notification shall include the following information in respect of the contract for the Relevant Communications Service, in a clear and comprehensible form:	Implements Art. 107(1). Minor drafting amendments to reflect new defined terms.
(a) the date on which the Fixed Commitment Period for that contract ends;(b) details of the services provided by the Regulated Provider to the Subscriber under that contract;		(a) the date on which the Commitment Period for that contract ends;(b) details of the services provided by the Regulated Provider to the Relevant Customer under that contract;	We explain our proposed changes in paragraphs 6.50 – 6.57 of our consultation document.
(c) the notice period (if any) which applies to the Subscriber under that contract (where the contract		(c) the notice period (if any) which applies to the Relevant Customer under that contract (where the contract is for a Mobile Communications	

- is for a Mobile Communications Service, the Regulated Provider may instead include a message that a notice period may apply);
- (d) a message that the Subscriber may terminate that contract without paying an Early Termination
 Charge after the Fixed Commitment Period ends;
- (e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber;
- (f) how the Subscriber may terminate that contract;
- (g) the current Core Subscription Price payable by the Subscriber under that contract;
- (h) the Core Subscription Price that will be payable by the Subscriber for the services referred to in (b) (and, where relevant, any changes referred to in (i)) after the Fixed Commitment Period for that contract ends;
- (i) details of any changes to the services referred to in(b) that will come into effect because the FixedCommitment Period for that contract is ending;
- (j) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e);

- Service, the Regulated Provider may instead include a message that a notice period may apply);
- (d) a message that the Relevant Customer may terminate that contract without paying an Early Termination Charge after the Commitment Period ends:
- (e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Relevant Customer;
- (f) details of other contracts between the Regulated Provider and the Relevant Customer which form part of a Bundle with the contract for the Relevant Communications Service;
- (g) how the **Relevant Customer** may terminate that contract;
- (h) the current Core Subscription Price payable by the **Relevant Customer** under that contract;
- (i) the Core Subscription Price that will be payable by the Relevant Customer for the services referred to in (b) (and, where relevant, any changes referred to in (j)) after the Commitment Period for that contract ends;

 (k) details of the options available to the Subscriber at the end of the Fixed Commitment Period for that contract; and (I) the Regulated Provider's best tariffs. 	 (j) details of any changes to the services referred to in (b) that will come into effect because the Commitment Period for that contract is ending; (k) the dates on which the Commitment Periods end for the other contracts referred to in (e) and (f); (l) details of the options available to the Relevant Customer at the end of the Commitment Period for that contract; and the Regulated Provider's best tariffs. 	
C1.12	C1.25	No changes other than to defined terms.
N/A	C1.26 If the Relevant Customer is a Microenterprise Customer, Small Enterprise Customer or Not For Profit Customer, the End-of-Contract Notification referred to in Condition C1.25 must include details of other contracts between the Regulated Provider and the Relevant Customer which form part of a Bundle with the contract for the Relevant Communications Service, unless the Relevant Customer has expressly agreed otherwise.	Implements Art. 107(4). New provision. We explain our proposed changes in paragraphs 6.50 – 6.57 of our consultation document.
C1.13 – C1.15	C1.27 – C1.29	No changes other than to defined terms.
Annual best tariff information		

C1.16 Regulated Providers must provide best tariff information to a Subscriber at least annually, if each of the following requirements are met: (a) the Subscriber has a contract with the Regulated Provider for Public Electronic Communications Services, other than machine-to-machine transmission services; and (b) the contract is not subject to a Fixed Commitment Period.	C1.30	Regulated Providers must provide best tariff information to a Relevant Customer at least annually, if each of the following requirements are met: (a) the Relevant Customer has a contract with the Regulated Provider for a Relevant Communications Service; and (b) the contract is not subject to a Commitment Period.	Minor drafting amendments to reflect new defined terms.
N/A		If the Relevant Customer is a Microenterprise Customer, Small Enterprise Customer or Not For Profit Customer, the provision of best tariff information pursuant to Condition C1.30 shall extend to any contract forming part of a Bundle with the contract for the Relevant Communications Service, unless the Relevant Customer has expressly agreed otherwise or the bundled contract is subject to a Commitment Period.	Implements Art. 107(4). New provision. We explain our proposed changes in paragraphs 6.50 – 6.57 of our consultation document.
C1.17	C1.32		No changes other than to defined terms.

- C1.18 An Annual Best Tariff Notification shall include the following information in respect of a Subscriber's contract, in a clear and comprehensible form:
 - (a) a message that the contract is not currently subject to a Fixed Commitment Period;
 - (b) the notice period (if any) which applies to the Subscriber under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider may instead include a message that a notice period may apply);
 - (c) details of the services provided by the Regulated Provider to the Subscriber under that contract;
 - (d) the current Core Subscription Price payable by the Subscriber under that contract;
 - (e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Subscriber;
 - (f) the dates on which the Fixed Commitment Periods end for the other contracts referred to in (e);
 - (g) details of the options available to the Subscriber; and

- C1.33 An Annual Best Tariff Notification shall include the following information in respect of the Relevant Customer's contract for the Relevant Communications Service, in a clear and comprehensible form:
 - (a) a message that the contract is not currently subject to a Commitment Period;
 - (b) the notice period (if any) which applies to the Relevant Customer under that contract (where the contract is for a Mobile Communications Service, the Regulated Provider may instead include a message that a notice period may apply);
 - (c) details of the services provided by the Regulated Provider to the Relevant Customer under that contract;
 - (d) the current Core Subscription Price payable by the Relevant Customer under that contract;
 - (e) details of other contracts for Public Electronic Communications Services between the Regulated Provider and the Relevant Customer;
 - (f) details of other contracts between the Regulated Provider and the Relevant Customer which form part of a Bundle with the contract for the Relevant Communications Service;

Implements Art. 107(1).

Minor drafting amendments to reflect new defined terms.

We explain our proposed changes in paragraphs 6.50 – 6.57 of our consultation document.

(h) the Regulated Provider's best tariffs.	 (g) the dates on which the Commitment Periods end for the other contracts referred to in (e) and (f); (h) details of the options available to the Relevant Customer; and (i) the Regulated Provider's best tariffs. 	
C1.19 – C1.21	C1.34 – C1.36	No changes.
Definitions		
N/A	'Early Termination Charge' means a charge that may be payable by the Subscriber for terminating a contract before the end of the Commitment Period;	New definition.
'Express Consent' means the express agreement of a Customer to contract with a Communications Provider in relation to each Fixed Commitment Period, where the Communications Provider has obtained such consent separately for each Fixed Commitment Period in a manner which has enable the Customer to make an informed choice.	'Express Consent' means the express agreement of a Customer to contract with a Communications Provider, or to transfer their Public Electronic Communications Service(s) or port their Telephone Number(s), where the Communications Provider has obtained such consent in a manner which has enabled the Customer to make an informed choice.	Amended definition to reflect Art. 107(3).
'Fixed Commitment Period' means a period beginning on the date that contract terms agreed by a Communications Provider and a Subscriber take effect and ending on a date specified in that contract, and during which the Subscriber is required to pay for services and facilities provided under the contract and the Communications Provider is bound to	'Commitment Period' means a period beginning on the date that contract terms agreed by a Communications Provider and a Subscriber take effect and ending on a date specified in that contract, and during which the Subscriber is required to pay for services, facilities and/or Terminal Equipment provided under the contract and the Communications Provider is bound to provide them.	Minor drafting amendment to reflect new amended scope and new defined terms. See Art 105(1).

provide them and in respect of which the Subscriber may		
be required to pay a charge to terminate the contract;		
N/A	'Instalment Contract for a Physical Connection' means a	New definition for use in proposed GC
	contract in which a Consumer, Microenterprise Customer,	C1.11.
	Small Enterprise Customer or Not for Profit Customer, as	
	the case may be, has agreed to instalment payments	
	exclusively for the deployment of a physical connection,	See Art 105(1).
	excluding provision of any Terminal Equipment, and which	
	is separate from any contract or contracts for the provision	
	of a Public Electronic Communications Service or Bundle.	
N/A	'Linked Split Mobile Contracts' means where a Subscriber	New definition to reflect Recital 283.
	enters into two contracts for the provision of a Mobile	
	Communications Service and a Mobile Device (with the	
	Mobile Device being provided under a Mobile Device Loan	
	Agreement) and where the monthly cost to the Subscriber	
	is separated into the cost of the Mobile Communications	
	Service and the Mobile Device, provided there is a	
	technical, financial or contractual link between the two	
	contracts.	
N/A	'Mobile Device Loan Agreement' means an agreement by	New definition for use in new provisions
	which a Communications Provider provides a Subscriber	in proposed GC C1.
	with a Mobile Device on credit and which the Subscriber	
	commits to repaying in installments over an agreed period	
	of time.	
N/A	'Service Fee' means the amount sought by a	New definition to reflect Recital 263.
	Communications Provider for the provision and usage of an	
	Electronic Communications Service or any other service	

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	included in a Bundle with an Internet Access Service and/or	
	a Number-based Interpersonal Communications Service.	
N/A	'Terminal Equipment Fee' means a proportion of the Core	New definition for use in proposed GC
	Subscription Price which reflects the provision of Terminal	C1.16.
	Equipment included in a Bundle with an Internet Access	
	Service and/or a Number-based Interpersonal	
	Communications Service. It excludes any amount due	
	under a Mobile Device Loan Agreement	